

REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested. The foregoing amendments are responsive to the February 15, 2007 Final Office Action. Applicants respectfully request entry of the requested amendments and reconsideration of the application in view of the following comments.

Response to the Claim Rejections Under 35 U.S.C. §§ 102 and 103

Claims 1-3, 5, 6, 8-15, 18 and 19 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,985,882 issued to Del Sesto. The rejection asserts that Del Sesto allegedly teaches each element of the claims. Claims 16 and 17 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Del Sesto. The rejection asserts that Del Sesto allegedly teaches each element of the claims except for execution on a wireless device, which is allegedly well known in the art.

The claims as amended are directed toward correlating or negotiating information between a product developer and carriers to establish parameters that control how the product is to be offered to clients of the carriers. Each of the claims are amended to add an element clarifying that after the two entities (product developer and carrier, or a provider entity and a delivery entity) negotiate data associated with a product, the product is then offered to clients of the carrier (provider entity) in accordance with the negotiated data, and the clients of the carrier are capable of purchasing the product according to the negotiated data. Thus, a developer can associate data with a product for each carrier, and different terms may be attached to the offering of the product for the clients of each carrier. Thus, clients of carrier A may be offered the product for \$5, while clients of carrier B are offered the same product for \$6. The clients may then purchase the product for those rates. No negotiation occurs between the developer and the

clients of the carriers, as they are subject to the negotiations between the developer and the carriers.

None of the cited art teaches or suggests creating negotiated data that associates with a product to offer to third party clients (those not participating in the negotiations) where the clients of the carrier are capable of purchasing the product according to the negotiated data. Del Sesto deals with a system for setting rates for advertising which is eventually provided to an end user. However, nothing in Del Sesto ever offers the product to the clients of the carriers (Del Sesto only *provides* the advertising. *Offering* implies the ability to accept the offer, which Del Sesto does not teach). To further clarify this point, each claim is amended to state that the clients of the carrier are capable of purchasing the product according to the negotiated data. In Del Sesto, the clients are never offered any product for purchase at any negotiated data.

In view of the foregoing distinctions, Applicants respectfully submit that independent Claims 1, 5, 8, 11, 14 and 16-19 are patentably distinguished over the cited art. Applicants respectfully submit that Claims 1, 5, 8, 11, 14 and 16-19 are in condition for allowance, and Applicants respectfully request allowance of Claims 1, 5, 8, 11, 14 and 16-19.

Claims 2-3, 6, 9-10, 12-13 and 15 depend either directly or indirectly from one of the independent claims. Each dependent claim further defines the independent claim from which it depends. In view of the foregoing remarks regarding Claims 1, 5, 8, 11, 14 and 16-19, Applicants respectfully submit that Claims 2-3, 6, 9-10, 12-13 and 15 are likewise in condition for allowance. Applicants respectfully request allowance of dependent Claims 2-3, 6, 9-10, 12-13 and 15.

CONCLUSION

In light of the amendments contained herein, Applicants submit that the application is in condition for allowance, for which early action is requested.

Please charge any fees or overpayments that may be due with this response to Deposit Account No. 17-0026.

Respectfully submitted,

Dated April 16, 2007

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